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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DENNIS A. UY, an individual, and
CHERYLYN C. UY, an individual,

Plaintiffs,

v.

PACIFIC LIFE INSURANCE
COMPANY, a Nebraska Corporation;
CHARLES MONAT ASSOCIATES,
LLC, a Massachusetts limited
liability company; and DOES 1-25,
inclusive,

Defendants.

Case No: 8:23-cv-01854-CJC-ADS
(State Court Case No. 30-2022-01270531-
CU-BC-WIC)

STIPULATED PROTECTIVE ORDER

State Court Complaint Filed: July 18, 2022
Date Action Removed: October 2, 2023

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, Plaintiffs DENNIS A. UY and CHERYLYN C. UY,

1 and Defendant PACIFIC LIFE INSURANCE COMPANY (collectively, “the
2 Parties”), by and through their respective counsel of record, hereby stipulate to and
3 petition the Court to enter the following Stipulated Protective Order (alternatively,
4 “Order”). The Parties acknowledge that this Order does not confer blanket
5 protections on all disclosures or responses to discovery and that the protection it
6 affords from public disclosure and use extends only to the limited information or
7 items that are entitled to confidential treatment under the applicable legal principles.
8 The Parties further acknowledge, as set forth in Section 12.3, below, that this
9 Stipulated Protective Order does not entitle them to file confidential information
10 under seal; United States District Court for the Central District of California Local
11 Rule 79-5 sets forth the procedures that must be followed and the standards that will
12 be applied when a party seeks permission from the court to file material under seal.

13 B. GOOD CAUSE STATEMENT

14 This action is likely to involve trade secrets and other valuable research,
15 development, commercial, financial, technical and/or proprietary information for
16 which special protection from public disclosure and from use for any purpose other
17 than prosecution of this action is warranted. Such confidential and proprietary
18 materials and information consist of, among other things, confidential business or
19 financial information, information regarding confidential business practices, or other
20 confidential research, development, or commercial information (including
21 information implicating privacy rights of third parties), information otherwise
22 generally unavailable to the public, which may be privileged or otherwise protected
23 from disclosure under state or federal statutes, court rules, case decisions, or
24 common law. Accordingly, to expedite the flow of information, to facilitate the
25 prompt resolution of disputes over confidentiality of discovery materials, to
26 adequately protect information the Parties are entitled to keep confidential, to ensure
27 that the Parties are permitted reasonable necessary uses of such material in
28 preparation for and in the conduct of trial, to address their handling at the end of the

1 litigation, to facilitate the exchange of information and documents which may be
2 subject to confidentiality limitations on disclosure due to federal laws, state laws,
3 and privacy rights, among others, and serve the ends of justice, a protective order for
4 such information is justified in this matter. It is the intent of the Parties that
5 information will not be designated as confidential for tactical reasons and that
6 nothing be so designated without a good faith belief that it has been maintained in a
7 confidential, non-public manner, and there is good cause why it should not be part
8 of the public record of this case.

9 **2. DEFINITIONS**

10 2.1 Action: *Dennis A. Uy and Cherylyn C. Uy v. Pacific Life Insurance*
11 *Company, et al.*, Central District of California Case No. 8:23-cv-01854-CJC-ADS,
12 removed from Orange County Superior Court on October 2, 2023.

13 2.2 Challenging Party: a Party or Non-Party that challenged the designation
14 or information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
18 the Good Cause Statement.

19 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
20 their support staff).

21 2.5 Designating Party: a Party or Non-Party that designates information or
22 items that it produces in disclosures or in responses to discovery as
23 “CONFIDENTIAL.”

24 2.6 Disclosure or Discovery Material: all items or information, regardless
25 of the medium or manner in which it is generated, stored, or maintained (including,
26 among other things, testimony, transcripts, and tangible things), that are produced or
27 generated in disclosures or responses to discovery in this matter.

28 2.7 Expert: a person with specialized knowledge or experience in a matter

1 pertinent to the litigation who has been retained by a Party or its counsel to serve as
2 an expert witness or as a consultant in this Action.

3 2.8 House Counsel: attorneys who are employees of a party to this Action.
4 House Counsel does not include Outside Counsel of Record or any other outside
5 counsel.

6 2.9 Non-Party: any natural person, partnership, corporation, association,
7 or other legal entity not named as a Party to this action.

8 2.10 Outside Counsel of Record: attorneys who are not employees of a party
9 to this Action but are retained to represent or advise a party to this Action and have
10 appeared in this Action on behalf of that party or are affiliated with a law firm which
11 has appeared on behalf of that party, and includes support staff.

12 2.11 Party: any party to this Action, including all of its officers, directors,
13 employees, consultants, retained experts, and Outside Counsel of Record (and their
14 support staffs).

15 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
16 Discovery Material in this Action.

17 2.13 Professional Vendors: persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing exhibits or
19 demonstrations, and organizing, storing, or retrieving data in any form or medium)
20 and their employees and subcontractors.

21 2.14 Protected Material: any Disclosure or Discovery Material that is
22 designated as “CONFIDENTIAL.”

23 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 3.1 The protections conferred by this Order cover not only Protected
27 Material (as defined above), but also (1) any information copied or extracted from
28 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected

1 Material; and (3) any testimony, conversations, or presentations by Parties or their
2 Counsel that might reveal Protected Material.

3 3.2 The confidentiality obligations and protections conferred by this Order
4 specifically cover any information, Disclosure or Discovery Material previously
5 designated as “Confidential” pursuant to the provisions of the Stipulation and
6 Protective Order previously entered by the court on October 18, 2022, in the
7 underlying State Court Action, Case No. 30-2022-01270531-CU-BC-WIC (“State
8 Court Action”).¹ To the extent the terms of this Order conflict with the terms of the
9 Stipulation and Protective Order entered in the State Court Action, the terms of this
10 Order shall control.

11 3.3 This Order does not govern the use of Protected Material at trial. Any
12 use of Protected Material at trial shall be governed by the orders of the trial judge.
13 The Parties shall meet and confer regarding the procedures for use of Confidential
14 Materials at trial and shall move the Court for entry of an appropriate order.

15 4. DURATION

16 Even after final disposition of this litigation, the confidentiality obligations
17 imposed by this Order shall remain in effect until a Designating Party agrees
18 otherwise in writing or a court order otherwise directs. Final disposition shall be
19 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
20 or without prejudice; and (2) final judgment herein after the completion and
21 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
22 including the time limits for filing any motions or applications for extension of time
23 pursuant to applicable law.

24 5. DESIGNATING PROTECTED MATERIAL

25 5.1 Exercise of Restraint and Care in Designating Material for Protection.
26 Each Party or Non-Party that designates information or items for protection under
27

28 ¹ Attached as **Exhibit B** to this Order is a true and correct copy of the Stipulation and Protective Order previously entered in the State Court Action.

1 this Order must take care to limit any such designation to specific material that
2 qualifies under the appropriate standards. The Designating Party must designate for
3 protection only those parts of material, documents, items, or oral or written
4 communications that qualify so that other portions of the material, documents, items,
5 or communications for which protection is not warranted are not swept unjustifiably
6 within the ambit of this Order.

7 Mass, indiscriminate, or routinized designations are prohibited. Designations
8 that are shown to be clearly unjustified or that have been made for an improper
9 purpose (e.g., to unnecessarily encumber the case development process or to impose
10 unnecessary expenses and burdens on other parties) may expose the Designating
11 Party to sanctions.

12 If it comes to a Designating Party's attention that information or items that it
13 designated for protection do not qualify for protection, that Designating Party must
14 promptly notify all other Parties that it is withdrawing the inapplicable designation.

15 5.2 Manner and Timing of Designations. Except as otherwise provided in
16 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
17 stipulated or ordered, Disclosure or Discovery material that qualifies for protection
18 under this Order must be clearly so designated before the material is disclosed or
19 produced.

20 Designation in conformity with this Order requires:

21 (a) For information in documentary form (e.g., paper or electronic
22 documents, but excluding transcripts of depositions or other pretrial or trial
23 proceedings), that the Producing Party affix at a minimum, the legend
24 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
25 contains protected material. If only a portion or portions of the material on a page
26 qualifies for protection, the Producing Party also must clearly identify the protect
27 portion(s) (e.g., by making appropriate markings in the margins).

28 A Party or Non-Party that makes the original documents available for

1 inspection need not designate them for protection until after the inspecting Party has
2 indicated which documents it would like copies and produced. During the inspection
3 and before the designation, all of the material made available for inspection shall be
4 deemed “CONFIDENTIAL.” After the inspecting Party has identified the
5 documents it wants copied and produced, the Producing Party must determine which
6 documents, or portions thereof, qualify for protection under this Order. Then, before
7 producing the specified documents, the Producing Party must affix the
8 “CONFIDENTIAL legend” to each page that contains Protected Material. If only a
9 portion or portions of the material on a page qualifies for the protection, the
10 Producing Party must clearly identify the protected portion(s) (e.g., by making
11 appropriate markins in the margins).

12 (b) for testimony given in depositions that the Designating Party identify
13 the Disclosure or Discovery Material on the record, before the close of the deposition
14 all protected testimony.

15 (c) for information produced in some form other than documentary and for
16 any other tangible items, that the Producing Party affix in a prominent place on the
17 exterior of the container or containers in which the information is stored the legend
18 “CONFIDENTIAL.” If only a portion or portions of the information warrants
19 protection, the Producing Party, to the extent practicable, shall identify the protected
20 portion(s).

21 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
22 failure to designate qualified information or items does not, standing alone, waive
23 the Designating Party’s right to secure protection under this Order for such material.
24 Upon timely correction of a designation, the Receiving Party must make reasonable
25 efforts to assure that the material is treated in accordance with the provisions of this
26 Order.

27 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS.

28 6.1 Timing of Challenges. Any Party or Non-Party may challenge a

1 designation of confidentiality at any time that is consistent with the Court's
2 Scheduling Order.

3 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
4 resolution process under Local Rule 37.1 et seq.

5 6.3 The burden of persuasion in any such challenge proceeding shall be on
6 the Designating Party. Frivolous challenges, and those made for an improper
7 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
8 parties) may expose the Challenging Party to sanctions. Unless the Designating
9 Party has waived or withdrawn the confidentiality designation, all parties shall
10 continue to afford the material in question the level of protection to which it is
11 entitled under the Producing Party's designation until the Court rules on the
12 challenge.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of Section 13 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as well

1 as employees of said Outside Counsel of Record to whom it is reasonably necessary
2 to disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the
4 Receiving Party to whom disclosure is reasonably necessary for this Action;
5 provided, however, that any such officer, director, or employee shall be advised that
6 such information or item are being disclosed pursuant to, and are subject to, the terms
7 of this Order and that they may not be disclosed other than pursuant to its terms;

8 (c) Experts (as defined in this Order) of the Receiving Party to whom
9 disclosure is reasonably necessary for this Action and who have signed the
10 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

11 (d) the court and its personnel;

12 (e) court reporters and their staff;

13 (f) professional jury or trial consultants, mock jurors, and Professional
14 Vendors to whom disclosure is reasonably necessary for this Action and who have
15 signed the “Acknowledgment and Agreement to Be Bound” (**Exhibit A**);

16 (g) the author or recipient of a document containing the information or a
17 custodian or other person who otherwise possessed or knew the information;

18 (h) during their depositions, witnesses, and attorneys for witnesses, in the
19 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
20 requests that the witness sign the form attached as **Exhibit A** hereto; and (2) they
21 will not be permitted to keep any confidential information unless they sign the
22 “Acknowledgment and Agreement to Be Bound” (**Exhibit A**), unless otherwise
23 agreed by the Designating Party or ordered by the court. Pages of transcribed
24 deposition testimony or exhibits to depositions that reveal Protected Material may
25 be separately bound by the court reporter and may not be disclosed to anyone except
26 as permitted under this Stipulated Protective Order; and

27 (i) any mediator or settlement officer, and their supporting personnel,
28 mutually agreed upon by any of the parties engaged in settlement discussions.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
 2 IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
 4 that compels disclosure of any information or items designated in this Action as
 5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification
 7 shall include a copy of the subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order
 9 to issue in the other litigation that some or all of the material covered by the subpoena
 10 or order is subject to this Order. Such notification shall include a copy of this Order;
 11 and

12 (c) cooperate with respect to all reasonable procedures sought to be
 13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
 15 the subpoena or court order shall not produce any information designated in this
 16 Action as “CONFIDENTIAL” before a determination by the court from which the
 17 subpoena or order issued, unless the Party has obtained the Designating Party’s
 18 permission. The Designating Party shall bear the burden and expense of seeking
 19 protection in that court of its confidential material and nothing in these provisions
 20 should be construed as authorizing or encouraging a Receiving Party in this Action to
 21 disobey a lawful directive from another court.

22 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 23 PRODUCED IN THIS LITIGATION

24 (a) The terms of this Order are applicable to information produced by a
 25 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 26 produced by Non-Parties in connection with this litigation is protected by the
 27 remedies and relief provided by this Order. Nothing in these provisions should be
 28 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required by a valid discovery request to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to

Be Bound” that is attached hereto as **Exhibit A**.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1 Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2 Right to Assert Other Objections. By stipulating to the entry of this Order no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Order. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Order.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party’s request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

///

13. FINAL DISPOSITION

Upon written request by a Designating Party made within thirty (30) days after the final disposition of this Action, as defined in Section 4, each Receiving Party must return all Protected Material to the Producing Party or destroy such material within thirty (30) days from the written request. As used in the subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 30 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remains subject to this Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: January 5, 2024

THE DIXON FIRM, APC

By: /s/ Gerissa S. Conforti
 GERISSA S. CONFORTI
 Attorneys for Plaintiffs DENNIS A.
 UY and CHERYLYN C. UY

1 DATED: January 5, 2024

2 **FINLAYSON TOFFER**
3 **ROOSEVELT & LILLY LLP**

4 By: /s/ Matthew E. Lilly
5 **MATTHEW E. LILLY**
6 *Attorneys for Defendant PACIFIC*
7 *LIFE INSURANCE COMPANY*

8
9 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

10
11 Dated: 01/08/2024

12
13 /s/ Autumn D. Spaeth
14 Hon. Judge Autumn D. Spaeth
15 United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print or type full name], of
 _____ [print or type full address], declare
 under penalty of perjury that I have read in its entirety and understand the Stipulated
 Protective Order that was issued by the United States District Court for the Central
 District of California on _____ [date] in the case of *Dennis A. Uy, et*
al. v. Pacific Life Insurance Company, et al., Case No. 8:23-cv-01854-CJC-ADS
 (“Action”). I have been given a copy of the Stipulated Protective Order; I have read
 it, and I agree to comply with, and to be bound by, its terms. I understand and
 acknowledge that failure to so comply could expose me to sanctions and punishment
 in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any
 person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court
 for the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this Action. I hereby appoint _____ [print or
 type full name] of _____ [print or type full address
 and telephone number] as my California agent for service of process in connection
 with this action or any proceedings related to enforcement of this Stipulated
 Protective Order.

I declare under penalty of perjury, under the laws of the State of California,
 that the foregoing is true and correct. Executed this ____ day of _____,
 20_____, at _____ [city and state where sworn and
 signed].

BY: Printed name: _____

Signature: _____

1 Title: _____

2 Address: _____

3 City, State, Zip: _____

4 Telephone Number: _____

5 Email Address: _____

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